



# **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**

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[www.vihfa.gov](http://www.vihfa.gov)

## **REQUEST FOR PROPOSALS**

for

### **DRAINAGE SOLUTION**

for

### **ESTATE MOUNT PLEASANT, PHASE IV**

**RFP 007-2023-STX**

**Issue date:**

**April 26, 2023**

**Submittal deadline:**

**May 18, 2023**

**Contact person:**

Afisha M. Hillocks  
Procurement/Contract Officer  
[ahillocks@vihfa.gov](mailto:ahillocks@vihfa.gov)  
(340) 772-4432 ext. 3233  
[www.vihfa.gov/procurement/solicitation](http://www.vihfa.gov/procurement/solicitation)



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**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**  
**RFP 007-2023-STX**  
**REQUEST FOR PROPOSALS**  
**DRAINAGE SOLUTION FOR ESTATE MOUNT PLEASANT,**  
**PHASE IV**

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## **1.0 INTRODUCTION**

The Virgin Islands Housing Finance Authority (“VIHFA”) is soliciting proposals from selected qualified and licensed United States Virgin Islands’ (“USVI”) Professional Architects & Engineers (Respondent) to provide a topographical survey and drainage assessment that provides cost effective drainage design concept(s) to address flooding issues in and around Plot 2-10 in Estate Mount Pleasant (West) on St. Croix, USVI.

This Request for Proposal solicitation is subsequent to RFQ 001-2023-STX named Drainage Solution for Estate Mount Pleasant, Phase IV. For RFQ 001-2023-STX, Architects/Engineers were asked to provide Qualification Statements (QS) and the Evaluation Committee Panel (ECP) reviewed them and selected the qualified Professional Architects/Engineers. This RFP is being issued to the selected qualified Professional Architects/Engineers and an Evaluation Committee Panel shall review the proposals to select a Respondent for the project.

## **2.0 SCOPE OF WORK**

The selected Respondent will provide the following services:

VIHFA is seeking qualified and licensed Respondents to prepare a topographical survey and drainage assessment in order to provide cost effective drainage design concept(s) to address flooding issues in and around Plot 2-10 in Estate Mt. Pleasant (West). This assessment shall include a calculation of the potential volume of water expected to flood the subject area assuming rainfall that meets the estimated 50-year Storm/Flood Elevation. Enclosed with this RFP is a Location Map (**Attachment A**) including a photo of recent flooding in part of the subject area. The ideal design concept, when constructed, would require no maintenance or very minimal maintenance.

Following a design concept selection by VIHFA, the selected Respondent shall prepare Department of Planning and Natural Resources (DPNR) permit ready drainage plans and specifications suitable for VIHFA to submit to general contractors for bidding. VIHFA shall be consulted during the design phase and shall have opportunities to review the design and request revisions as necessary to address concerns they may have. Additionally, the package shall provide all the necessary details for construction and enable contractor bids to be reviewed and evaluated equally, as apples to apples. In the preparation of bid documents the quantities of all materials to be removed and installed shall be quantified (for example, but not limited to, cut and fill materials, concrete and or rip rap...etc.). Further, the selected Respondent shall prepare and include in their final submittal, an itemized construction cost estimate for the approved and finalized design. Finally, the Respondent will be required to provide initial staking of the corners

of the existing drainage easement and a final As-Built map which is to include boundaries, elevations, etc.

Respondents are required to include a minimum of one design concept drawing, along with any relevant details and or specifications, with their submittal. Two or more concepts are preferred, however not required.

In the event that technical questions arise from contractors bidding the design work, the selected Respondent shall provide responses satisfactorily addressing the questions within four (4) calendar days of written request from VIHFA. All responses to VIHFA questions shall be provided in writing.

## **2.1 CONTACT INFORMATION**

The selected Respondent shall provide contact information for the purpose of facilitating and maintaining regular communication with VIHFA. This contact information shall include a minimum of a reliable company phone number and email address. The said contact information shall be monitored regularly and used to facilitate an open line of communication with the VIHFA. Respondent will also be required to identify the name of the primary contact for the engagement.

## **3.0 STANDARDS OF CONDUCT**

The selected Respondent shall be responsible for maintaining satisfactory professional standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity; and shall be responsible for taking disciplinary action with respect to any employee as may be necessary.

The selected Respondent shall protect all VIHFA's confidential information and is prohibited from misusing confidential and proprietary information. In the course of providing services to the VIHFA, the selected Respondent may receive certain information specific to VIHFA's clients or business associates. The maintenance of confidential and proprietary information in strict confidence and the confinement of its use to the VIHFA are of vital importance to the VIHFA.

## **4.0 CONFLICT OF INTEREST**

A Respondent submitting a proposal hereby certifies that: no officer, agent or employee of VIHFA has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of the VIHFA; the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Respondent for the same Request for Proposals ("RFP"); and the Respondent is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

## **5.0 INDEMNIFICATION**

To the extent permitted by law, the Respondent shall indemnify, hold harmless, and defend the Authority, its Board of Directors, agents, and employees, from and against any and all claims, demands, actions, liabilities, losses, costs, and expenses, including but not limited to reasonable attorneys and other fees, asserted by third parties ("Claims"), which Claims are caused by or

arise from the services performed by the Respondent in relation to the professional services provided to the VIHFA under contract.

## **6.0 TERM**

The selected Respondent will be expected to execute VIHFA's contract. The VIHFA will contract for a period of **THREE HUNDRED SIXTY-FIVE (365) calendar days from the Notice to Proceed**. The first **FOURTY-FIVE (45) calendar days shall be for completion of all scopes of work except the Final As-Built Drawing**, which shall be completed after a Contractor completes the construction of the drainage design solution. The VIHFA reserves the right to modify and/or terminate the contract if the selected Respondent fails to perform in a manner consistent with the terms of the contract. In addition, the VIHFA reserves the right to modify and/or terminate the contract if funding becomes unavailable.

## **7.0 LIQUIDATED DAMAGES**

Should the selected Respondent fail to complete the scope of work according to the terms of the contract, the selected Respondent agrees to pay to the VIHFA, as liquidated damages, **\$500.00** for each calendar day or portion thereof that the selected Respondent fails to commence or diligently perform the work in accordance with the contract documents and/or is in violation of the contract. The liquidated damages shall first be deducted from any contract monies due but not yet paid to the selected Respondent, to the extent available.

## **8.0 TERMINATION**

Either party may terminate the parties' contract with or without cause with thirty **(30) calendar days** written notice to the other party before the effective date of such termination. The VIHFA may, by written notice, terminate the selected Respondent's services, in whole or in part, for failure of Respondent to perform its obligations under the parties' contract. In such event, the Respondent shall be liable for damages as authorized by law.

## **9.0 USE OF SUBCONTRACTORS**

The VIHFA shall have a single Prime Contractor and that Prime Contractor shall be responsible for contract performance as specified in this RFP whether or not subcontractors are utilized. This general requirement notwithstanding, Respondent may enter into subcontractor arrangements. However, Respondent shall acknowledge in its RFP package total responsibility for the entire contract. If the Respondent intends to subcontract for portions of the work, the Respondent shall identify in its package any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The documentation required of the Prime Contractor is also required for any subcontractor. The Prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the Prime Contractor and the VIHFA. Unless provided for in the contract with the VIHFA, the Prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the VIHFA.

## **10.0 RESPONDENT'S EXPENSES**

The Respondents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the VIHFA, if any. The VIHFA will not be liable to any Respondent for any claims, costs or damages incurred by the Respondent in preparing the

Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

## **11.0 PAYMENT**

The contract price shall remain a fixed flat fee as itemized in the proposal cost sheet (Enclosure Document B) for the work performed.

The selected Respondent is responsible for preparation and submittal of an application for payment and invoice.

After the notice to proceed is issued, the contract payment shall consist of up to 20% for mobilization, after which all subsequent payments will be based upon work completed and accepted by VIHFA, subtracting the mobilization. The selected Respondent shall allow enough time for the VIHFA to review and process payment requests, which can take an average of four (4) weeks.

The Prime Contractor shall be responsible for fulfillment of all terms of contract, timing, and payments to subcontractors regardless of funding provided by the VIHFA.

## **12.0 REQUEST FOR PROPOSAL SCHEDULE**

The deadlines associated with this RFP are further outlined:

<b>RFP SCHEDULE</b>	<b>DATE</b>	<b>TIME</b>
RFP Issue date	April 26, 2023	
Pre-proposal Conference	May 2, 2023	9:00 AM
Final date to submit written questions	May 9, 2023	
RFP Submittal Deadline	May 18, 2023	4:00 PM

The VIHFA reserves the right to change the RFP schedule by issuing an Addendum at any time.

## **13.0 ISSUING AND PROCURING OFFICE**

This RFP is being issued for the VIHFA. All general correspondence and inquiries about the RFP should be submitted in writing and sent to:

Inquiries can be made by e-mail.

Email: [ahillocks@vihfa.gov](mailto:ahillocks@vihfa.gov)

Mark subject line for email "RFP 007-2023-STX"

From the issue date of this RFP until a determination is made regarding the selection of a successful Respondent, all contacts concerning this RFP must be made through the Procurement/Contract Officer. Any violation of this condition is cause for the VIHFA to reject the Respondent's package. The VIHFA will **not** be responsible for any oral information given by any employees.

Failure to ask questions, request changes or submit objections shall constitute the acceptance of all terms, conditions and requirements in this RFP. The issuance of a written addendum by the Procurement/Contract Officer is the **only** official method by which interpretation, clarification or additional information shall be given. If the VIHFA amends this RFP, the Procurement/Contract Officer will post such notices on its website, <https://www.vihfa.gov/procurement/solicitation>.

The VIHFA will **not** be held responsible if any potential Respondent does not check the website on a regular basis for any addenda that may be issued. It is the responsibility of the potential Respondents to update all contact information, as necessary, to periodically check VIHFA's website for updates, and/or to contact the Procurement/Contract Officer to ensure the receipt of all addenda prior to the submittal of the proposal package.

After the question deadline, the Procurement/Contract Officer will post responses to the questions in the form of an Addendum. Respondents shall rely only on written statements issued through or by VIHFA's Procurement/Contract Officer.

#### **14.0 PRE-PROPOSAL CONFERENCE**

The VIHFA will conduct a virtual Pre-Proposal Conference at **9:00 a.m.** Atlantic Standard Time ("AST") on **May 2, 2023**. Participants may join the meeting via Zoom at <https://us02web.zoom.us/j/84114283078>.

It is highly recommended that prospective Respondents thoroughly review the requirements of the RFP prior to the Pre-Proposal Conference. All prospective Respondents are urged to attend the Pre-Proposal Conference. Non-attendance on the part of a Respondent shall not relieve the prospective Respondent of any responsibility for adherence to any of the provisions of this bid package or any addenda thereto.

#### **15.0 DELIVERY OF PROPOSAL PACKAGE**

All responses to this RFP are to be submitted no later than **4:00 p.m. AST** on **May 18, 2023**. The VIHFA will **not** consider fax submission of a proposal. Proposal Package must be emailed to [procurement@vihfa.gov](mailto:procurement@vihfa.gov).

The email subject line must be clearly marked "**DRAINAGE SOLUTION**". The VIHFA will not consider fax submission of a proposal or email submissions received after the deadline and submissions submitted to the wrong email address.

Failure to clearly mark each proposal package with this information may cause the VIHFA to inadvertently open the proposals before official closing date and time. The VIHFA will log all received proposals with the date and time of receipt. Proposals received after the deadline will be considered **LATE** and will **not** be opened or considered.

#### **16.0 CONTENTS OF PROPOSAL PACKAGE**

To be considered for award, the proposal package shall meet the following requirements.

##### **EMAIL ATTACHMENT #1 - PROPOSAL**

**PROPOSAL FORMAT:**

**A. RFP Cover Letter - Complete Enclosure Document A.**

**B. Technical Proposal** – Provide a proposal with at least one design concept drawing on 11” x 17” pages to solve the drainage issues in and around Plot 2-10 in Estate Mt. Pleasant (West) as specified in “Section 2.0 Scope of Work” of this solicitation. More than one design concept is preferred. Drawing(s) can be simple but must clearly inform the viewer of how the design intends to capture, control, direct and release the flood waters in a manner that does not cause flooding elsewhere.

**Failure to submit information or any of the specific submissions enumerated above within the required time frame shall be cause for the Authority to, at its discretion, reject the Respondents proposal.**

**EMAIL ATTACHMENT #2 – COST**

**COST FORMAT:**

**C. COST - Complete Enclosure Document B.** The VIHFA reserves the right to negotiate with the Respondent on the structure of the billing. **All proposal pricing must be valid for 90 days from the submission deadline and thereafter until the company withdraws it, a contract is approved and executed, or the procurement is canceled, whichever occurs first.**

The Respondent may also provide a comprehensive cost write-up on a separate sheet regarding the proposed price to complete the Scope of Services. This will be used to establish a baseline for negotiation with selected Respondent based on the criteria of this solicitation.

**Each Respondent must adhere to the requirements of this section relative to the proposal package content and format in order to simplify the review process and facilitate the maximum degree of comparison. Respondents shall ensure that the proposal package closely follows the sequence and organizational outline described in this section.**

**17.0 REQUIRED DOCUMENTS**

The successful Respondent shall be required to submit the following documents:

**A. Formation Documents** – The successful respondent will be required to provide a copy of their Formation Documents within ten (10) business days of receiving a notice of selection.

- **Provide a copy of Formation Documents**  
Corporations (Inc., Corp, Co., Corporation)
  - Copy of Trade Name Certificate (if applicable)
  - Copy of Articles of Incorporation & By Laws
  - Copy of Certificate of Resolution



- Copy of current Certificate of Good Standing

Limited Liability Company (LLC)

- Copy of Trade Name Certificate (if applicable)
- Copy of Articles of Organization
- Copy of Operating Agreement (if applicable)
- Copy of current Certificate of Good Standing

General Partnerships

- Copy of Trade Name Certificate (if applicable)
- Copy of Partnership Agreement (if applicable)
- Certificate of Good Standing (if applicable)

Limited Partnerships (L.P, LLP, LLLP)

- Copy of Trade Name Certificate (if applicable)
- Certificate of Limited Partnership or
- Statement of Qualification for LLP and LLLP
- Certificate of Good Standing (if applicable)

Sole Proprietorship

- Copy of Trade Name Certificate (if applicable)

**B. Employer Identification Number (EIN)** - The successful Respondent will be required to provide an official copy of their EIN within ten (10) business days of receiving a notice of selection. The Respondent may provide a Form W-9.

**C. Insurance** - The successful Respondent shall provide the VIHFA with evidence of all appropriate and applicable insurance coverage carried by the Respondent, including policy coverage periods. Respondents shall furnish the VIHFA with certificates of insurance, showing that the following insurance is in force and will ensure all operations under this RFP.

- **General Liability Insurance** – The successful Respondent will be required to obtain, maintain and provide proof that it has in place General Liability Insurance in an amount no less than **Five Hundred Thousand (\$500,000) Dollars** for each occurrence within ten (10) business days of receiving a notice of selection. The insurance policy shall name the VIHFA as Certificate Holder and an “Additional Insured” via an endorsement as follows:

Virgin Islands Housing Finance Authority  
100 Lagoon Complex, Suite 4  
St. Croix, U. S. Virgin Islands 00840

- **Workers' Compensation Insurance/Certificate of Government Insurance Coverage** – The successful Respondent will be required to obtain and have in place Workers' Compensation Insurance coverage at the statutory limit within ten (10) business days of receiving a notice of selection.

All insurance shall be carried with companies that are financially responsible and licensed to do business in the United States Virgin Islands. Respondents shall not permit the insurance policies required to lapse during the period for which the contract is in effect. The Respondent must maintain coverage during the life of the contract. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty day's prior written notice.

**Failure to provide the required documents within the stated time period may result in the proposals being deemed non-responsive and immediately disqualified with no further consideration for potential award of the contract.**

## **18.0 SELECTION PROCESS**

The VIHFA's Evaluation Committee Panel is responsible for evaluating all Respondents' submittals. The Evaluation Committee Panel will consider the following criteria:

**Documentation:** Shall be evaluated based on Respondent's adherence to the conditions, rules, regulations, and requirements of the Request for Proposal relative to the proposal content and format and whether all documentation has been provided and completed in its entirety.

**20 Points**

**Proposal:** Shall be evaluated based on the Respondent's proposal.

**50 Points**

**Cost:** Shall be evaluated based on the reasonableness of Respondent's cost of the services.

**30 Points**

### **18.1 PRESENTATION**

Respondents may be invited to make an oral presentation of their proposal before the Evaluation Committee Panel. The time and location of the presentations will be communicated to the Respondent via written correspondence from the VIHFA. The oral presentation/demonstration will provide an opportunity for the Respondent to clarify or elaborate on the proposal, supply additional information, and respond to questions posed by the Evaluation Committee Panel but shall in no way materially change the Respondent's original submission.

After the Proposals have been evaluated, the Respondent with the highest evaluation score/highest ranked firm will be selected.

## **19.0 CONTRACT NEGOTIATIONS**

The VIHFA shall negotiate with the most qualified Respondent, as determined by an Evaluation Committee Panel of the responses and, if applicable, conduct interviews. If VIHFA is unable to reach an agreement with any of the highest ranked firm(s), it may negotiate with the next highest ranked firm(s), proceeding in turn to each firm that VIHFA has determined to be qualified, in order of rank. If agreement cannot be reached with any qualified firm, VIHFA reserves the right to cancel the solicitation.

## **20.0 TERMS AND CONDITIONS**

This RFP is a request for the submission of proposals but is not itself an offer and shall under no circumstances be construed as an offer.

VIHFA reserves the right to reject, without prejudice, any and all proposals submitted in response to this solicitation.

VIHFA reserves the right to modify or withdraw this request at any time.

VIHFA reserves the right to reject any or all companies, or to terminate the RFP process at any time, if deemed to be in its best interest.

VIHFA reserves the right not to award a contract pursuant to the RFP.

Further, proposals submitted in response to this solicitation become the property of the VIHFA and the VIHFA may use any idea or concept in a submitted proposal, regardless of whether that proposal is selected for award.

### **Enclosures**

- |                                |                            |
|--------------------------------|----------------------------|
| <b>1. Enclosure Document A</b> | <b>RFP Cover Letter</b>    |
| <b>2. Enclosure Document B</b> | <b>Proposal Cost Sheet</b> |

### **Attachment**

- |                        |   |
|------------------------|---|
| <b>1. Attachment 1</b> | <b>Location Map and Photo of Flooding</b> |
|------------------------|---|

**ENCLOSURE DOCUMENT A**  
**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**  
***RFP COVER LETTER***

**RESPONDENT:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tax Identification #: \_\_\_\_\_

**RESPONDENT'S PRIMARY CONTACT PERSON:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SCHEDULE OF ADDENDA:**

(I) or (We) acknowledge receipt of the Addenda to the RFP Package hereinafter named, for the project(s) included in this RFP and declare that (I) or (We) accept these Addenda and that every change is included in this proposal.

Addendum Number \_\_\_\_\_

Issue Date \_\_\_\_\_

Addendum Number \_\_\_\_\_

Issue Date \_\_\_\_\_

Addendum Number \_\_\_\_\_

Issue Date \_\_\_\_\_

Addendum Number \_\_\_\_\_

Issue Date \_\_\_\_\_

**RESPONDENT'S AUTHORIZED REPRESENTATIVE:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ENCLOSURE DOCUMENT B**  
**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**

***PROPOSAL COST SHEET***

**The undersigned respondent proposes to furnish all labor and incur any other costs as may be required to perform the scopes of services, subject to all the conditions as set forth in the RFP.**

	<b>ITEM</b>	<b><u>FLAT FEE</u></b>
<b>1.</b>	Topographical Survey and Drainage Assessment	
<b>2.</b>	DPNR Permit Ready Construction Plans & Specifications	
<b>3.</b>	Bid Documents & Itemized Construction Cost Estimate	
<b>4.</b>	Survey and Staking of Drainage Easement	
<b>5.</b>	Final As-Built Drawing (After Construction is Completed)	

**TOTAL AMOUNT** \_\_\_\_\_

**PLEASE TYPE OR PRINT THEN SIGN WHERE INDICATED BELOW**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Submission of a proposal indicates acceptance by the Respondent of the conditions contained in this scope of services.



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